

## UNIVERSITY OF IOWA SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is entered into by Professor John Chaloupka, M.D. (hereinafter "Dr. Chaloupka") and the University of Iowa, its successors, assigns, parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents and representatives (collectively referred to as "University").

WHEREAS, University and Dr. Chaloupka wish to resolve all matters relating to Dr. Chaloupka's employment with the University of Iowa College of Medicine;

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound herein, the parties agree as follows:

1. Appointment. Dr. Chaloupka's faculty appointment shall be changed from tenured full professor in the Department of Radiology and Director of the Neuro-interventional Radiology Division to a joint appointment with his primary appointment as a tenured full professor in the Department of Anatomy and a secondary appointment as a research track full professor in the Department of Radiology. Dr. Chaloupka's salary and benefits will be maintained at current levels (\$380,000 plus all standard University benefits) until the date of his resignation as determined herein.

2. Resignation. Dr. Chaloupka tenders his resignation from employment with the University to be effective no later than June 30, 2011. If Dr. Chaloupka obtains full time professional employment which commences prior to June 30, 2011, he shall resign his position with the University upon commencing said new professional employment. Accrued vacation and sick leave will be paid to Dr. Chaloupka pursuant to University policy following the effective date of resignation. Dr. Chaloupka agrees that Department of Radiology patient log books, documenting patient procedures are the property of the University, and the parties agree to work in good faith to provide Dr. Chaloupka with information contained in the patient log books as permitted by law.

3. Compensation. The Parties agree that in the event Dr. Chaloupka commences full-time professional employment prior to June 30, 2011, he will notify the University in writing of the location and start date. In the event that Dr. Chaloupka resigns on or before January 1, 2011, The University will pay him the sum of \$100,000.00, such payment to be made in one lump sum following Dr. Chaloupka's resignation date.

4. No Admissions. Nothing in this Agreement constitutes an admission by Dr. Chaloupka of any legal wrong or liability prohibited by local, state and federal law, contract or tort, rule or regulation in connection with the termination of Dr. Chaloupka's employment.

5. Announcement. It is agreed that University will announce Dr. Chaloupka's change in appointment by e-mail to appropriate faculty and staff at a mutually agreed-upon time, using the announcement attached hereto as Attachment A.

6. Non-Disparagement. Both parties agree that when informing or discussing Dr. Chaloupka's change in appointment and departure with students, staff, faculty, constituents of the University, and any third party, Dr. Chaloupka and University shall limit its discussion or explanations to assurances that Dr. Chaloupka changed his appointment and resigned his position with the University in order to pursue another opportunity. The University agrees to inform Dr. John Buatti, Dr. Matthew Howard and Dr. David Hasan of their specific obligations not to disparage Dr. Chaloupka and the potential disciplinary consequences should they do so. Any reference requests or requests of a similar nature that may be received are to be referred in a positive and professional manner as set forth in provision 7 below.

7. Letter of Reference. The University will forward any and all requests for references in the following manner:

- a. All requests shall be forwarded to Dr. Chaloupka immediately;
- b. Dr. Chaloupka shall provide to the University's Office of General Counsel (or other office to be agreed upon) the names of University faculty who have agreed to serve as professional references for Dr. Chaloupka;
- c. The University shall forward the reference request to the individuals identified by Dr. Chaloupka; and
- d. The University will provide Dr. Chaloupka a mutually acceptable letter of reference prepared by Dr. Laurie Fajardo on behalf of the University. Dr. Fajardo's letter shall be made available for Dr. Chaloupka for his review and prior approval. The parties anticipate that Dr. Fajardo will respond to telephone or in-person reference requests for Dr. Chaloupka in a manner consistent with the letter of reference.

8. Personnel File. The parties agree that Dr. Chaloupka's personnel file will consist of standard University personnel documents. This agreement and other documents and materials related to this agreement and to the events giving rise to this agreement will be retained in the Office of the General Counsel and the Office of UI Healthcare Legal Services and shall remain confidential to the extent permitted by law. Dr. Chaloupka will have an opportunity to review his departmental, collegiate and University personnel files prior to the effective date of his resignation.

9. Release. In consideration of the above provisions, Dr. Chaloupka hereby waives, releases, acquits, and forever discharges the State of Iowa; the Board of Regents, State of Iowa; the University; and its officers, employees, and agents from all liability whatsoever, including all claims, demands, causes of action, whether known or unknown, and whether or not in litigation which he may have or which could be asserted by another on his behalf, based on any action, omission, or event arising from his employment or tenure or other relationship at the University, or any other federal, state or local law, common law, order or regulations, through the date of execution of this Agreement. Notwithstanding this release, the terms and conditions involving malpractice coverage of Dr. Chaloupka's practice of medicine while employed with the University shall remain in effect to the same extent they would apply to any employee leaving the University, and Dr. Chaloupka expressly agrees to cooperate in good faith with the defense of any such claims.

Dr. Chaloupka further represents and agrees as follows:

a. Dr. Chaloupka has received independent legal advice from an attorney with respect to the advisability of making the releases provided for herein and with respect to the advisability of executing this Release;

b. Except for covenants expressly set forth in this Agreement, no person, firm or entity (whether or not a signatory hereto) ("Person") has made any statement, representation or promise to Dr. Chaloupka regarding a fact relied upon by Dr. Chaloupka, and Dr. Chaloupka has not relied upon any statement, representation, or promise or any Person in executing this release or in making the agreements provided for herein;

c. Dr. Chaloupka has made such investigation of the facts pertaining to the claims and this General Release and of all matters pertaining hereto as are deemed necessary or desirable;

d. Dr. Chaloupka has the full right, capacity, and authority to enter into and perform this Release.

The University hereby waives, releases, acquits, and forever discharges Dr. Chaloupka from all liability whatsoever, arising from the activities within the scope of his employment as a faculty member in the Department of Radiology at the University through the date of execution of this Agreement. Upon execution of this Agreement, the University shall take no further action regarding events involving Dr. Chaloupka leading up to the effective date of this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to Dr. Chaloupka's employment with the University. This Agreement shall not be modified or amended except by written agreement of the parties.

12. Right to Counsel. By voluntarily executing this Agreement and the Release, both parties confirm that they have had this Agreement and the Release explained to them by their attorneys. Each party acknowledges that it is relying on its own judgment and on the advice of its attorneys, and not upon any recommendation or representation of the other party. By voluntarily executing this Settlement Agreement and Release, each party confirms his or its competence to understand and does hereby accept the terms of this Settlement Agreement and Release as resolving fully all differences, disputes and claims within the scope of the Settlement Agreement and Release.

13. Office and Computer Access. Dr. Chaloupka agrees that upon execution of this Agreement his office shall be located in Westlawn and he shall be provided computer access in the same manner as all University non-clinical care employees. Specifically, Dr. Chaloupka will not be provided access to UI Healthcare clinical systems, including but not limited to, EPIC and associated programs.

14. General Release. The Parties agree that unless there has been a material breach of this Agreement, upon the effective date of Dr. Chaloupka's resignation, they shall execute a general release in the form attached hereto as Attachment B to release all claims accruing between the effective date of this Agreement and the effective date of Dr. Chaloupka's resignation.

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John Chaloupka  
Settlement Agreement and General Release  
Page 5

  
John Chaloupka, M.D.

6/3/10  
Date

Julia Mears  
Julia Mears, Esq.

June 3, 2010  
Date

THE UNIVERSITY OF IOWA

Lois Geist, M.D.  
Lois Geist, M.D.  
Associate Dean, College of Medicine

6/3/10  
Date

Laurie Fajardo  
Laurie Fajardo, M.D.  
Chair, Department of Radiology

6/3/10  
Date

Gay D. Pelzer  
Gay D. Pelzer  
Deputy General Counsel

6/3/10  
Date

## ATTACHMENT B

### GENERAL RELEASE

This General Release ("General Release") is entered into by Professor John Chaloupka (hereinafter "Dr. Chaloupka") and the University of Iowa, its successors, assigns, parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents and representatives (collectively referred to as "University"),

**WHEREAS**, University and Dr. Chaloupka entered into a Settlement Agreement and General Release ("Agreement") on \_\_\_\_\_, \_\_\_\_;

**WHEREAS**, the Agreement contemplated the parties' execution of this General Release as a means of the parties resolving all matters relating to Dr. Chaloupka's employment with the University of Iowa Carver College of Medicine which may have arisen between the date of the parties' execution of the Agreement and the parties' execution of this General Release;

**NOW, THEREFORE**, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound herein, the parties agree as follows:

Release of University. In consideration of the provisions contained in the Agreement and herein, Dr. Chaloupka hereby waives, releases, acquits, and forever discharges the State of Iowa, the Board of Regents State of Iowa, the University, and its officers, employees, and agents from all liability whatsoever, including all claims, demands, causes of action, whether known or unknown, and whether or not in litigation which he may have or which could be asserted by another on his behalf, based on any action, omission, or event arising from his employment or tenure or other relationship at the University, or any other federal, state or local law, common law, order or regulations. Notwithstanding this release, the terms and conditions involving malpractice coverage of Dr. Chaloupka's practice of medicine while employed with the University of Iowa will remain in effect to the same extent they would apply to any employee leaving the University.

Release of Dr. Chaloupka. The University hereby waives, releases, acquits, and forever discharges Dr. Chaloupka from all liability whatsoever, arising from activities within the scope of his employment as a faculty member in the Department of Radiology at the University through the date of execution of this General Release.

### THE UNIVERSITY OF IOWA

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John Chaloupka, M.D.

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Date

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Lois Geist, M.D.  
Associate Dean, College of Medicine

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Date

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Julia Mears, Esq.

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Chair, Department of Radiology

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Date

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Date

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Tom W. Rice, Associate Provost

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Date

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Gay D. Pelzer  
Deputy General Counsel